57 Fed. 368; see *Brownlie* v. *Campbell*, 5 A. C. 925, 950. See SALMOND, TORTS, 3 ed., p. 448. In the principal case a corresponding duty to speak seems to arise by reason of the relation between the parties and the complete dependence of the contractor upon the representations of the union. It follows that the union's statement constituted a continuing representation which upon the lowering of the wage scale without notice to the plaintiff became a positive misrepresentation.

DEEDS — CONSTRUCTION AND OPERATION IN GENERAL — CONVEYANCE BY GRANTOR TO HIMSELF AND WIFE. — The grantor conveyed land to himself and wife "jointly, the survivor to have full ownership." The grantor died, and after the death of the wife, his heirs claim the land. *Held*, that they are entitled to one-half. *Wright* v. *Knapp*, 150 N. W. 315 (Mich.).

The decision takes the ground that the conveyance created a tenancy in common. According to very old authority a deed made to one incapable of taking and to others that are capable, inures only to the benefit of those capable. SHEP. TOUCH. 82; *Humphrey* v. *Tayleur*, 1 Amb. 136. To the same effect are *Ball* v. *Deas*, 2 Strob. Eq. (S. C.) 24; *McCord* v. *Bright*, 44 Ind. App. 275, 87 N. E. 654. Therefore, if a man, intending to create a joint tenancy, conveys land to himself and others, a joint estate in the whole is created in the others, since he cannot convey to himself. *Cameron* v. *Steves*, 4 Allen (New Bruns.) 141. See 21 HARV. L. REV. 57. But see *Colson* v. *Baker*, 42 N. Y. Misc. 407, 87 N. Y. Supp. 238; *Saxon* v. *Saxon*, 46 N. Y. Misc. 202, 93 N. Y. Supp. 191. If the intention was to create a tenancy in common, however, the other grantees would get the property subject to the grantor's intended share, which would remain in him. *Green* v. *Cannady*, 77 S. C. 193, 57 S. E. 832. But there seems to be no basis for reaching such a result in the principal case. It is true that in spite of the common law's original bias in favor of joint tenancies, the courts from comparatively early times exercised every ingenuity to construe deeds as creating estates in common whenever possible. *Galbraith* v. *Galbraith*, 3 S. & R. (Pa.) 392. *Cf. Seitz* v. *Seitz*, 11 App. D. C. 358, 370. This tendency, moreover, has been embodied in statutes in many jurisdictions. See N. Y. CONSOL. LAWS, REAL PROPERTY LAW, § 66; HOW. MICH. STAT., § 10666. But the courts refuse to violate the express intention of the parties to the contrary. *Cover* v. *James*, 217 Ill. 309, 75 N. E. 490. And in Michigan the statutory provision for construction as a tenancy in common does not apply to a grant to husband and wife. HOW. MICH. STAT., § 10667. It appears to be equally impossible to support the case on a mere conjecture that the construction approximates more nearly to the grantor's intent since it was impossible for a tenancy by the entireties to be created, and the grantor did not intend to divest himself of all the property.

DOWER — INJUNCTION AGAINST WASTE TO PROTECT INCHOATE RIGHT OF DOWER. — A deserted wife brought a bill in equity to enjoin the opening and operating of oil wells by the defendant on land which he had obtained from her husband by a deed in which she did not join. *Held*, that the relief will not be given. *Rumsey* v. *Sullivan*, 150 N. Y. Supp. 287 (App. Div.).

For a discussion of the principles involved in the decision, see NOTES, p. 615.

EMINENT DOMAIN — COMPENSATION — TAKING OF PRIVATE WAY FOR PUBLIC STREET. — The owner of a tract of land sold all the lots, with private easements in plotted streets, but retained the fee in the streets himself. The city later condemned the fee in the streets and awarded compensation, which the abutters now claim to share on account of their private easements. *Held*, that they are not entitled to the award. *In re Hamburger*, 150 N. Y. Supp. 771 (App. Div.).